

EXHIBIT A
OPERATING PLAN

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Attachment A

Attachment B

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yosemite National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

Affirmative Acquisition. Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.

Environmental Purchasing. The affirmative acquisition of Environmentally Preferable products.

Environmentally Preferable. Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product’s manufacture, product toxicity, product recycled content (including post consumer material), amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

Facility Operations (FO). Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes, but is not limited to, includes janitorial and custodial services, snow removal, operation of utilities and grounds-keeping.

Feasible. The ability to provide the equipment, materials or procedures because they are technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

Post-consumer Material. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

Recycling. The act of producing new products or materials from previously used and collected materials.

Sustainable Practices/Principles. Those choices/decisions, actions and ethics that will best achieve ecological/biological integrity; protect qualities and functions of air, water, soil, and other aspects of the natural environment; and preservation of human cultures. Sustainable practices allow for use and enjoyment by the current generation, while ensuring that future generations will have the same opportunities.

Waste Prevention. Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste Reduction. Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and Environmentally Preferable products.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the authorized Concessions Facilities and services within the Area;
- (2) Will employ a staff with the expertise and training to operate all services authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area,
- (4) Has the responsibility for implementing the policies and directives of the Service.

B) Yosemite National Park

The Superintendent is the Area manager with responsibility for all Service operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes, but is not limited to:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services;
- (3) Review and approval of all changes to facilities (changes to Exhibit C – Assigned Land and Real Property Improvements require Regional Director approval); and
- (4) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) The Concessioner will provide the required and authorized services for Area visitors on a year-round basis. Though generally stated in this section, an annual request from the Concessioner will be submitted by November 1 for the next calendar year.
- (2) Unless changes are approved in advance by the Service, the minimum urgent clinic operating hours will be:

Summer (April 1 through October 31 annually): 9:00 a.m. to 9:00 p.m. daily

Winter (November 1 through March 31 annually): 9:00 a.m. to 6:00 p.m. daily

B) Rate Determination and Approval Process

- (1) *Rate Determination.* In accordance with Public Law 105-391, it is the objective of the Service to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon current Concession Management guidelines, which may be revised from time to time. Service direction is provided in the Concession Management Rate Administration Guide. Rate approval methods are subject to change. Direct comparability is the currently approved rate method for all services and facilities.
- (2) *Rate Reviews.* The Service will evaluate rates no more than once per year unless there are extenuating circumstances that require rates to be evaluated more frequently. The Concessioner will submit all requests for rate changes in writing at least sixty (60) days prior to projected implementation dates, brochure publication dates and customer notification. In the event the Concessioner wishes to deviate from this schedule, a request to do so must be approved by the Service in writing.
- (3) *Rate Approval.* To the greatest extent feasible, the Service will approve, disapprove or adjust rates and will inform the Concessioner within 45 days of the rate request submittal.
- (4) *Rate Compliance.* The Business and Revenue Management Division staff may periodically conduct on-site comparability studies with follow-up telephone calls to update rate information in accordance with current Concession Management rate reviews. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.
- (5) *Reduced Rates for Federal Government Employees.* As stated in the National Park Service Management Policies, Service employee may not receive Concessioner goods or services at a discount unless it is in connection with official business, is to the government's advantage, and is provided for under the terms of a concession contract.
 - (a) Accepting Reduced Rates or Discounts. Service employees may accept reduced rates or discounts offered by the Concessioner when those same reduced rates or discounts are available to the general public. This requirement does not apply to Service employees who are represented by insurance providers who have negotiated rates for medical service provided by the Concessioner.

C) Evaluations and Inspections

The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service Policy, applicable standards, authorized rates, safety, public health, fire safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner will work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

The Concessioner will be responsible for correction of deficiencies and abatement plans within dates agreed to with the Service.

- (1) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **March 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
- (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of annual financial report, timely submission of proof of general liability, timely and accurate submission of franchise fees, and automobile, workers compensation insurance.
- (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioners Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
- (i) Risk Management Program Evaluation.
- The Service will annually conduct an evaluation of the Concessioner's Risk Management Program.
 - Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
- (ii) Periodic Operational Evaluations.
- The Service will conduct both announced and unannounced periodic operational evaluations of concession services and Concession Facilities. The Service will evaluate concession services to ensure conformance to applicable operational standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan. The Concessioner will be contacted at the time of these evaluations so that a representative of the Concessioner may accompany the evaluator.
 - The Service may request the assistance of third party subject matter experts in conducting Operational Evaluations. The findings of such experts may be fully incorporated in the Annual Overall Rating.
- (c) Environmental Management Evaluation.
- (i) The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. The environmental evaluation. The results of the evaluation will be considered in the Annual Overall Rating. Elements of the environmental evaluation include a review of the Concessioner's Environmental Management Program, progress in addressing Service environmental audit findings, performance relative to environmental requirements specified in operating and maintenance plans and performance relative to applicable environmental standards.

D) Concessioner Environmental Evaluations

The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract Service Environmental Audits. The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. The Concessioner will be required to close audit findings within the timeframe specified by the Service.

E) General Policies

The Concessioner will ensure that approved policies will be appropriately communicated to the public.

- (1) *Facilities Use.* Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Contract without written permission from the Service. The Concessioner may allow allied health providers such as agencies of Mariposa County Health Department to make use of clinic facilities on an incidental basis to offer authorized services of the public agency.
- (2) A small portion of the west end of main clinic building is currently occupied by an independent practitioner offering dental care. This section of the building is not assigned under the New Contract, however, the dental practice and existing concessioner share a small restroom and storage room located within the medical clinic. The new concessioner may obtain reimbursement from the dental practitioner for utility costs on a pro-rated basis determined by the percentage of the total square footage of the facility occupied by the dental practice.
- (3) *Quiet Hours.* Quiet hours will be enforced at a minimum between the hours of 10 p.m. and 6 a.m. in all Concessioner assigned overnight facilities and within the Concessioner employee housing areas.
- (4) *Smoking Policy.* The Concessioner will establish a smoking policy, consistent with the Area's policies, which will include guidelines for the designation of smoking areas and internal organizational controls for maintaining nonsmoking areas in the Concession Facilities. Smoking is prohibited in all public areas of Concession buildings (including restrooms), within twenty five (25) feet of any entrance or exit primarily accessed by the visiting public, and other areas as posted. No smoking will be allowed in concession administrative offices or buildings, or in shared residential buildings. The Concessioner may post "No Smoking" signs in designated areas.
- (5) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in the Concession Facilities. Procedures for the handling of lost and found property must conform to NPS-44, 36 CFR 2.22, and Yosemite Lost and Found Administrative Guidelines.
 - (a) Lost and Found Receiving Stations. Concessioner lost and found receiving stations are to be designated in writing by the Concessioner with a copy of the designation letter sent to the Service's Central Lost and Found (CLF).
 - (b) Items Lost or Found within Concession Facilities. Found items will be turned in to the Concessioner's Lost and Found receiving station within four (4) hours. A Lost and Found Report Form 10-166 is required to be attached to each item, identifying the item, date found, location and name of person giving the report. If size and shape permit, items must be placed in a paper bag with the white and pink copy of the Form 10-166 securely attached to the outside of the bag. The pink copy will be returned to the Concessioner at the time the material is retrieved by the CLF staff member with his or her signature clearly written on the Concessioner's copy. The Form 10-166 will be provided in multiple copies format for staff convenience. Concessioner employees must exercise care in completing all sections of the form to ensure that sufficient information is recorded to identify the property and the owner.
 - (c) Reports of Lost Property. The white copy (original) is to be sent by the person taking the report to the Concessioners Lost and Found receiving station. The Concessioner's Lost and Found receiving station will forward the report to the CLF.

- (d) Reports of Found Property. The white copy (original) is to be attached to the found item by the Concessioner employee and forwarded to the Concessioner's Lost and Found receiving station.
 - (e) Security and Storage. Concessioner employees finding or receiving money, jewelry, or other valuable articles shall immediately place them in the care of a supervisor who shall transfer them to the Concessioner's Lost and Found receiving station. They will be stored in a locked safe pending pickup by CLF staff.
 - (f) Guidelines for Storing and Destroying Items. The following guidelines will be used for storing and/or destroying lost and found items. All destructions will be conducted by two employees so that a witness of destruction is provided.
 - Due to possible contamination, medications must be destroyed immediately.
 - Wet and soiled clothing, used pillows, and bedding (including sleeping bags), dirty shoes, used personal hygiene items (razors and other sharp objects), shaving kits, and prescription drugs. These items will be immediately disposed of without completing the Form 10-166. Items will not be stored for any duration.
 - Clothing items of high value, items left in suitcases, backpacks or other carrying devices, or items highly likely to be claimed, should be recorded on a Form 10-166 and treated as regular lost and found items.
 - Concessioners will hold all items found within Concession Facilities in a secure facility only until retrieved by a designated CLF employee.
 - No items will be released without claimant providing proper identification of the item, name, address, and signature of receipt. Pink copies of the NPS Form 10-166 will be retained by the Concessioner as a matter of record for a period of three years. White copies of the NPS Form 10-166 of claimed items will be forwarded to the CLF.
 - All unclaimed items will be turned over to the CLF representative on a bi-weekly basis.
 - (g) Semi-Annual Audits. Semi-annual audits will be conducted by the Supply and Property Management Branch, reviewing procedures and inventory control.
 - (h) Employee Safety. Handling of all lost and found property must comply with Yosemite Lost and Found Administrative Guidelines.
- (6) Vehicles.
- (a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment used by the Concessioner will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations. The Concessioner will identify its vehicles with the company name and/or logo.
 - (b) Parking. The Concessioner will ensure that Service-approved designated areas are used to park vehicles and equipment in a safe and organized manner. Ingress and egress of the designated area will be maintained at all times. Parking designated for emergency vehicles may not be used for any other purpose.
 - (c) Abandoned Vehicles. The Concessioner will notify the Service of abandoned, immobile or inoperable vehicles, including employee vehicles, within its Concession Facilities in a timely manner. The Service will make arrangements to have vehicles towed in accordance with Service standard operating procedures. Employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner.

- (7) *Deliveries.* Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations during peak visitor times of day. Deliveries should utilize non-public areas to the extent possible. The Concessioner and its contractors will adhere to oversize vehicle restrictions and regulations outlined in the Superintendent's Compendium.
- (8) *Interactions with Wildlife.*
 - (a) The feeding of wildlife within the Area is prohibited. Birdfeeders are considered attractants to feeding wildlife and are not allowed. No food or wildlife attractants will be allowed at the exterior of Concession Facilities. Buildings and other structures such as lockers that contain food, as defined in the Superintendent's Compendium, will be bear resistant and pest-proof.
 - (b) The Concessioner will notify the Service Wildlife Management Office at 209.372.0476 of all bear incidents immediately and sightings as soon as possible. The Concessioner will immediately notify the Area Communication Center at 209.379.1992 of any mountain lion sightings or if visitors are seen feeding or approaching wildlife.
- (9) *Concessioner Personal Property.* All personal property must be well maintained and fully functional for its intended use. Personal property belonging to the Concessioner must present a clean, well cared-for appearance. This requirement extends to fleet vehicles owned, leased or operated by the Concessioner.
- (10) *Employee Housing.* The Concessioner will provide housing for its employees to the extent housing is assigned within the Area. The Concessioner will provide adequate cooking and food storage facilities to meet the reasonable expectations of residents where appropriate. Cooking and food storage facilities will be bear resistant and pest proof. Preventive measures will be in place to prevent the spread of disease and illness, e.g. Hantavirus.
 - (a) The Concessioner is encouraged to provide employee housing to the extent necessary outside of the Area.
 - (b) The Concessioner must manage its employee housing rental and meals programs or food account on a cost recovery basis, and not as a profit center.
 - (c) Employee rooms will be adequately furnished to serve the number of occupants. The Concessioner will ensure that occupancy levels are not exceeded.
 - (d) Employees residing in the Concessioner's employee housing area will be informed of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service. Residents will comply with the Yosemite National Park Residential Yard Care Policy which is available upon request from the Business and Revenue Management Division for reference.
 - (e) The content of the employee housing tenant agreement must include employee housing rules that are subject to the review and approval of the Superintendent. The employee housing agreement will specify housing and meal rates for employees, deposit and refund policies, assignment policies, and policies on overnight guests, as well as smoking, yard care, and satellite dish installation provisions. The Concessioner will abide by current Service tenant policies which are available upon request from the Business and Revenue Management Division.
 - (f) Personal property in various states of disrepair through all housing areas must be removed from the public area by the Concessioner within a designated and reasonable time frame that is known to residents of the housing areas and provided to the Service.

F) Human Resources Management

- (1) *Employee Identification and Appearance.* At a minimum, the Concessioner will issue all employees an employee photo identification card that includes their name and an expiration

date. These identification cards will be collected by the Concessioner upon termination of employment or at the end of the season for seasonal employees. The Concessioner will ensure that all employees in direct contact with the general public properly display a nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.

(2) *Employee Hiring Procedures.*

- (a) On-Site Manager. The Concessioner will employ a local on-site manager who is responsible for the successful implementation of the terms required by the Contract.
- (b) Staffing Requirements. The Concessioner will hire and schedule a sufficient number of employees to ensure satisfactory visitor services throughout the season. All applicable requirements of the U.S. Department of Labor will be met. Persons employed or provided by the Concessioner in positions such as physician, registered nurse, nurse practitioner, emergency medical technician, laboratory or radiological technician requiring professional licensure by the State of California will obtain and maintain such licenses during periods of employment within Yosemite National Park.
- (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who are in safety sensitive positions or in positions where a federal or state law so requires, must participate in a Service-approved drug-testing program. Should illegal drug use occur, such use and subsequent action taken by the Concessioner must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Officer or Special Agent (Investigator).
- (d) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will submit these policies for review and approval of the Superintendent prior to implementation. Updates or amendments that substantially change the manner by which background reviews are conducted or administered must be approved by the Superintendent prior to implementation. The Concessioner will make hiring decisions in consideration of the information obtained.
- (e) Driver Requirements. Drivers of all vehicles will have a valid license per California law.
- (f) Service Employees. The Concessioner will not employ the spouse, dependents, or other household member, of the Superintendent, Deputy Superintendent, Business and Revenue Management staff, Chief of Facility Services or Chief Park Ranger. The Concessioner will not employ in any status any other Service employee, his/her spouse, or minor children without the prior written approval of the Superintendent.

(3) *Training.*

- (a) General. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide managers and staff adequate reference materials and/or resources, including but not limited to the Service Periodic Concession Evaluation standards and the concession contract and its exhibits such as, land assignment maps, the Maintenance Plan, and the Operating Plan. The Service will periodically audit Concessioner training sessions.
- (b) Orientation. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
- (c) Safety. The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.

- (d) Environmental Training. The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.
- (4) *Employee Handbook.*

An employee handbook which will specifically identify the policies and regulations of the Concessioner and the Service will be developed and provided to the Service for review within thirty (30) days of execution of the Contract and approval prior to distribution to employees to ensure consistency with all Area rules and regulations. Updates to the handbook will be submitted to the Service for a 30-day review period.
- (5) *Collective Bargaining Agreements (If Applicable).*

The Concessioner will provide a copy of each Collective Bargaining Agreement to the Superintendent whenever changes are made.
- (6) *Area Entrance Passes.*
 - (a) The Concessioner will contact the Fee Management Office to obtain Area entrance passes (vehicle windshield stickers) for permanent and seasonal employees.
 - (b) The Concessioner will maintain a tracking system for entrance pass issuance and be held accountable for pass distribution.
 - (c) All Area passes remain the property of the Service and will be surrendered upon termination of employment.

G) Risk Management Program

- (1) *Risk Management Plan.*

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner will submit its initial plan to the Superintendent within 120 days of effective date of Contract execution and annually thereafter by December 31 of each year. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws.
- (2) *The elements that must be addressed in the Concessioner Risk Management Program include:*
 - (a) Policy written and available to staff
 - (b) Safety and health official designated
 - (c) Annual Goals and Objectives have been established
 - (d) Program administration requirements have been followed
 - (e) Inspection schedule has been developed
 - (f) Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
 - (g) Inspection records kept for a minimum of three years
 - (h) "Serious hazard" deficiencies abated or action plans developed within time limits
 - (i) "Non-serious hazard" deficiencies abated or action plans developed within time limits
 - (j) Documented plan for reporting and investigating employee and visitor accidents/incidents
 - (k) All reportable accidents are being reported to NPS
 - (l) Communication of activity-related hazards occurs
 - (m) Communication of resource-related hazards occurs

- (n) Training planned and accomplished for Supervisors
- (o) Training planned and accomplished for safety and health official(s)
- (p) Training planned and accomplished for employees
- (q) Procedures are documented for all probable occurrences
- (r) Plans are coordinated with the NPS
- (s) Plans are distributed to employees or posted conspicuously

(3) *Emergency Response.*

The Concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan. These stand-alone planning requirements will be referenced as key parts of the Concessioner's Risk Management and Environmental Management Programs. Emergency response equipment will be provided as appropriate and will be maintained in good condition. These plans will be provided to the Service, if needed, to be consistent with each other and integrated with Service emergency response plans.

(4) *Hazard Communication.*

The Concessioner will develop, document, and implement a written Hazard Communication Program in accordance with Applicable Law, including but without limitation, 29 CFR 1910.1200, within 120 days of the effective date of this Contract. This plan will be referenced as part of the Concessioner's Risk Management Program.

(5) *Safety Representative.*

The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person will have the authority to make decisions within the assigned area in regards to safety concerns.

H) Service Contract Act of 1965, as Amended

- (1) The Contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. §351 et seq.) ("Act") and is subject to the labor standards clauses for Federal service contracts exceeding \$2,500 that are attached hereto and incorporated herein in full as Attachment A to this Operating Plan and is subject to all other applicable provisions of the Act and regulations of the Secretary of Labor issues thereunder (20 C.F.R. Part 4).
- (2) For the sole and limited purpose of conforming the terms contained in the labor standards clauses of Attachment A to the terms used in the Contract (including the Operating Plan), the term "contractor" shall mean "Concessioner" and the term "contracting officer" shall mean the "Superintendent" of the Area when applying the provisions of Attachment A to the Contract.
- (3) For the purposes of complying with the provisions of 29 C.F.R. §4.5 (regarding determined minimum wages and fringe benefits), the applicable wage determination in effect as of the date of execution of the Contract is attached hereto and incorporated herein as Attachment B to this Operating Plan.

I) Environmental Management

- (1) *General.*

- (a) Section 6 of the Concession Contract defines environmental management requirements. In addition, the following environmental management practices are specifically required. Environmental requirements are also specified in sections of this Operating Plan where they are specifically relevant and in the Operating Plan.
 - (b) The Concessioner's Environmental Management Program (EMP), required in Section 6(b) of the Contract, must address the policies, programs and procedures to be implemented by the Concessioner to comply with the following requirements as well as all other requirements and any other BMPs the Concessioner determines are appropriate to ensure the institution of sustainable practices/principles.
- (2) *Environmental Products and Materials.*
- (a) Environmental Purchasing. The Concessioner shall implement a green procurement program that addresses purchase and use of Environmentally Preferable products and materials where feasible. This program should consider all materials used in Concessioner operations (e.g., maintenance, janitorial, vehicles and equipment, and retail sales. To the extent possible, the Concessioner shall purchase high quality and durable products from local (surrounding Area communities) and regional (California) suppliers and producers.
 - (b) Product and Material Standards. Products and materials must achieve or exceed environmental preference standards established for federal facilities and operations where feasible.
 - (c) Environmentally Purchasing Reports. The Concessioner will report on the use of Environmentally Preferable products and materials (i.e. products with recycled content and bio-based products designed under federal standards) as requested by the Service to meet federal facility reporting requirements,
- (3) *Integrated Pest Management.*
- (a) An Integrated Pest Management Program will be prepared by the Concessioner. (See Section 5, Facility Operations, Paragraph G, Pest Management, below.) Chemicals to control plant and insect pests will be used as a last resort and strictly regulated to minimize such uses.
 - (b) The Concessioner will consult with the Service on the development and implementation of this program.
- (4) *Waste Management.*
- (a) Inventory. The Concessioner will submit to the Service, by October 1 of each year, a list of waste streams generated by the Concessioner in the Area, including mixed solid waste, hazardous waste and any other waste that is regulated.
 - (b) Hazardous and Miscellaneous Wastes. The Concessioner shall develop and implement documented procedures for managing hazardous waste and other wastes containing hazardous substances including medical waste. Hazardous waste must be disposed of pursuant to applicable law at the expense of the concessioner.
- (5) *Hazardous Materials Management.*
- (a) Reduction. The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous substances in its operation. The storage or use of extremely hazardous substances by the concessioner is prohibited.
 - (b) Inventory. The Concessioner will submit to the Service, by October 1 of each year, a list of hazardous substances in accordance with Section 6(d)(1) of the Contract. The inventory will identify each substance, location and amounts stored. Material Safety Data Sheets will be submitted for each of the hazardous chemicals identified and listed.

- (c) Standard Operating Procedures. The Concessioner will develop and implement an NPS-approved documented standard operating procedure for the handling and storage of hazardous substances by location.
 - (d) Containment. The Concessioner must provide secondary containment for hazardous substances where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas and in interior storage areas in the proximity of exterior doorways or floor drains.
 - (e) Spill Response. The concessioner is responsible for responding to incidental and non-incidental hazardous substance spills caused as a result of its operations within the Area.
 - (f) Spill Plans. The Concessioner is responsible for maintaining applicable spill plans for its operations including Emergency Action and Emergency Response Plans in accordance with Applicable Laws. These plans will be integrated with the Concessioner's Environmental Management Program and Risk Management Plan.
 - (g) Release Notification. The Concessioner will notify the Service Dispatch Center without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup, and safety actions must be implemented immediately.
 - (h) Hazardous Substance Reporting. The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under Applicable Laws to the Service in accordance with Section 6d of the Contract. The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.
 - (i) Asbestos. The Service is not aware of any hazard posed by asbestos in the assigned structures. In the event the Concessioner suspects the presence of asbestos, the Service should be notified. The Concessioner is responsible for maintaining all health and safety standards required to operate and work in the presence of asbestos in all assigned buildings and areas. Any repair or replacement of building features containing asbestos will be performed the responsibility of the Service.
- (6) *Hazardous, Universal and other Miscellaneous Maintenance Wastes.*
- (a) Hazardous Waste Standards. If the Concessioner is a conditionally exempt small quantity generator (CESQG) as defined in federal regulations, it must follow small quantity generator (SQG) regulations related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
 - (b) Medical Waste. The concessioner must adhere to regulations and best management practices pertaining to the creation, storage and disposal of medical waste products associated with the provision of medical care within the clinic.
 - (c) Universal Waste Standards. Universal wastes must be managed (i.e., storage, labeling, employee training, and recycling) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.
 - (d) Standard Operating Procedures. The Concessioner will develop and implement an NPS-approved documented standard operating procedure for the handling and storage of these wastes by location.
 - (e) Approval of Waste Storage Locations. Concessioner must obtain approval from the Service for hazardous, universal, and miscellaneous maintenance waste storage area locations and designs.
 - (f) Inventory. The Concessioner will submit by October 1, of each year, as part of its Inventory of Waste Streams required under Section 4) I) (4) (b) of an inventory of hazardous, universal and miscellaneous maintenance wastes generated at the Concession

facilities. The inventory will identify each waste type, locations stored, amount typically generated per month and amount typically stored on site at any one time and waste disposition (disposed, recycled). Source Reduction and Recycling. The Concessioner must utilize waste reduction measures to minimize the generation of hazardous, universal and miscellaneous maintenance waste where feasible.

- (g) Waste Recycling. The Concessioner must recycle hazardous, universal, and miscellaneous maintenance wastes, where feasible, including without limitation used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).

(7) *Solid Waste.*

The Concessioner will develop and implement an integrated solid waste management program that addresses the collection and disposal, reduction and recycling of solid waste (See Section 5, Facility Operations, Paragraph E, Solid Waste, below.)

(8) *Wastewater Management.*

- (a) General. The Concessioner will minimize impacts to water quality in maintenance under this contract through the use of appropriate control equipment and practices.
- (b) Wastewater Utilities. The Concessioner will develop and implement a wastewater management program that addresses the collection and disposal of wastewater from the Concession Facilities. (See Section 5, Facility Operations, Paragraph B, Utilities, below.)
- (c) Pass Through. The Concessioner will prevent discharges to the sanitary sewer system that could result in pass through of contaminants or that could interfere with the operation of the sanitary wastewater treatment system.
- (d) Storage of Equipment and Materials. The Concessioner will minimize the storage of equipment and materials on the Assigned Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

(9) *Water and Energy Conservation.*

- (a) All facilities operated by the Concessioner will be evaluated for meeting Service water and energy conservation goals. Any personal property of the Concessioner will be replaced if necessary at the expense of the Concessioner to attain these resource conservation goals.
- (b) As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.
- (c) Water and electrical meters will be installed by the Service if new ones are needed.

5) FACILITY OPERATIONS

A) General

The Concessioner will provide the housekeeping and/or custodial services at the clinic to the satisfaction of the Superintendent, including daily service as well as cyclic deep cleaning of floors, walls, windows and all furniture and fixtures. The Concessioner will establish housekeeping policies for clinic staff who occupy government furnished quarters to ensure that the living quarters are maintained in a safe and orderly manner, and project a tidy exterior appearance.

The Concessioner will sustain operations of the Concession Facilities and keep the Concession Facilities in working order. Actions that sustain operations are not considered maintenance that would be performed by the National Park Service.

B) Utilities

The Concessioner is responsible for all utilities identified herein and will contract with independent supplier(s) to provide year-round telephone service, data communication networks and propane. The Concessioner will designate a single point of contact to coordinate and interface with the Service's Branch Chief of Utilities. Any modification to Concession assigned utilities will require the approval of the Superintendent. The Concessioner will operate assigned utilities in accordance with the following:

- (1) *Electrical.* The Concessioner will operate all electric distribution systems and components assigned including all fixtures of basic utility and any personal property affixed in accordance with the most recent National Electric Code. Primary electrical energy is furnished by the Service and delivered to the Concessioner through electric meters located at each building.
 - (a) Electric Service Expenses. The Concessioner will pay the Service for all electricity furnished to the Concessioner through electric meters operated and maintained by the Service. Invoices will be delivered to the Concessioner monthly for payment in accordance with Service terms and conditions.
- (2) *Water.*
 - (a) The Concessioner will operate all water distribution systems and components assigned including all fixtures of basic utility and any personal property affixed in accordance with the public health requirements of the Service. Water is furnished by the Service for the Concessioner, with usage monitored by water meters.
 - (b) Water Service Expenses. The Concessioner will pay the Service for all water furnished to the Concessioner through water meters operated and maintained by the Service. Invoices will be delivered to the Concessioner monthly for payment in accordance with Service terms and conditions.
 - (c) Wastewater Collection and Treatment Expenses. The expense of wastewater collection and treatment is measured in accordance with industry standard by the quantity of water delivered to the Concessioner through water meters. The Concessioner will pay the Service for wastewater collection and treatment using this method of measurement. Invoices will be delivered to the Concessioner monthly for payment in accordance with Service terms and conditions.
- (3) *Utility Costs.* The Service staff will conduct periodic reviews of the operating costs for utility systems and services and the Concessioner will be notified in writing of the rates for the upcoming year sixty (60) days in advance of implementation.

C) Exterior and Interior Lighting

The Concessioner is responsible for ensuring that all exterior and interior luminaries within or on Concession Facilities are operated in accordance with the most recent Area lighting standards. All artificial light will be evaluated for meeting Area resource conservation and management goals. All exterior and interior luminaries must be shielded to avoid light trespass to protect the night sky resource. Service approval is required for all new permanent interior and exterior installations as well as temporary exterior installations. All installations shall be in accordance with Applicable Laws. Luminaries will be replaced if necessary at the expense of the Concessioner to attain Area lighting standards and energy conservation goals.

D) Signs

The Concessioner is responsible for the installation, maintenance, and replacement of all exterior and interior signs relating to its operations and services within its land assignment. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies. Traffic management signs installed on the grounds of the concession land assignment are the responsibility of the Service.

- (1) *Design Approval.* The Concessioner is responsible for ensuring that its signs are compatible and consistent with Service sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within assigned areas unless the Service approves exceptions. Signs must be appropriately located, accurate, attractive, and well maintained.
- (2) *Permanent Sign Design.* Signs of a permanent nature shall be prepared in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines, including but not limited to, Directors Order 52C, Park Signs. This Director's Order can be found at www.nps.gov/policy/DOrders/52Cfinal.pdf.

E) Solid Waste

- (1) *General.* The Concessioner will be responsible for the collection and proper disposal of all solid waste generated in the assigned facilities and Area including litter, garbage, recycling, medical waste, white goods and other bulk waste, any debris or tree branches.
- (2) *Litter Abatement.* Concessioner must develop, promote and implement a litter abatement program. The Concessioner must collect all litter and debris within the Concession Facilities. The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (3) *Waste Collection.* The Concessioner must provide an effective system for the collection of solid waste within Concession Facilities. The Concessioner must locate its solid waste containers (i.e., containers for trash and recyclables) conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
- (4) *Waste Storage.* The assigned area will be kept free of litter, garbage, and materials stored for extended periods, and abandoned equipment/vehicles. The Concessioner will be responsible for keeping the assigned area free and clear of safety hazards (broken glass, sharp objects, etc.) at all times.
- (5) *Solid Waste Receptacles.* The Concessioner will provide indoor trash, medical waste and recyclables cans. Any outdoor garbage, trash, medical waste or recyclable cans and dumpsters must be bear resistant and painted in the color(s) approved by the Service. Receptacles will be waterproof, bear-resistant and pest-proof, and covered with working lids. All receptacles will be kept clean, well maintained and serviceable and will display clear signage.
- (6) *Solid Waste Disposal.* The Service will collect all non-medical and non-hazardous waste generated by the medical clinic, and all household waste generated by clinic staff residing within the land assignment. Such waste materials must be properly disposed of in solid waste receptacles located in housing areas. The Service will bill the concessioner for solid waste removal consistent with the rates calculated for such service charged to Service employees residing in government furnished quarters.

- (a) Source Reduction. The Concessioner will implement a solid waste source reduction program designed to minimize its use of disposable products and reuse products in its operations where feasible. Reusable and recyclable products will be preferred over single-service items. Where disposable products are needed, products will be used that have the least impact on the environment.
- (7) *Solid Waste Inventory*. The Concessioner will submit by October 1, of each year, as part of its Inventory of Waste Streams required under Section 4) (I) (4) (a) of the inventory of solid waste generated at the Concession facilities. The inventory will identify each solid waste type, amount generated annually and its disposition (i.e., reuse, recycled, composted, disposed).

F) Grounds and Landscaping

- (1) *Landscaping*. The Concessioner is responsible for limited landscape and groundskeeping within the Concession Facilities. Landscape and groundskeeping responsibilities include lawn care in locations where lawns exist, and removal of fallen leaves, ice and snow from pedestrian walkways. (The Service will provide snow removal on roadways and public and Clinic parking areas within the Concessioners land assignment.) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts to the natural scene. This will involve protecting native vegetation and controlling erosion. The Concessioner will observe standard landscape watering conservation practices. Concession and/or concession employee vehicles will be driven only on designated, paved roads and parking areas. Motor vehicles will not be driven on dirt paths and use trails will be eliminated and restored as appropriate and approved by the Service.
- (2) *Hazard Tree Removal*. The Concessioner is not authorized to remove hazard trees from Concession Facilities.
- (3) *Exotic Plants and Species*. The Concessioner is prohibited from bringing exotic plants and species into the Area.

G) Pest Management

The Concessioner, in consultation with the Service, will develop an Integrated Pest Management Program (IPMP) to be implemented by the Concessioner. The IPMP will address pest management for all Concessioner facilities and assigned Areas. The IPMP will be designed to prevent Concession facility damage using Service approved materials, chemicals and methods. The IPMP will define the nature and frequency of treatment, approved chemical lists, etc. (See Section 4: General Operating Standards and Requirements, Paragraph I, Environmental Management) (3) (b). Application of any herbicide or pesticide, or engaging in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with the IPMP. As such, the Concessioner is required to submit to the Superintendent on or before January 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the current year and a Pesticide Use Log which tracks the pesticide use for the previous year.

- (1) *Concession Facility Inspection*. The Concessioner will perform an annual inspection of the interior spaces and exterior of all concession facilities retaining a certified and licensed pest control contractor. The Service will be notified 10 business days in advance of the scheduled inspection to be present during the inspection.
- (2) *Concession Facility Pest Management*. The Concessioner is responsible for preventing concession facility damage by pests. The IPMP will identify specific facility conditions and/or condition deficiencies and identify methods and treatments to prevent facility damage.

H) PROTECTION AND SECURITY

(1) Concessioner Responsibilities

- (a) Alarm Systems. The Concessioner will maintain all existing, and all new fire alarm systems in Concession Facilities to the National Fire Protection Association (NFPA) Life Safety Code unless otherwise approved in writing by the Superintendent. Trained personnel shall be available on a 24-hour basis to repair all such systems. Repairs must be completed within 12 hours of initial report of deficiencies. The Concessioner is authorized to install such intrusion alarms that the Concessioner determines to be necessary to protect personal property and employees within the Concession Facilities. Any notification to the alarm contractor shall also be relayed to Yosemite Emergency Communication Center. Alarm systems, if installed, must be in accordance with applicable Service maintenance standards of guidelines for historic preservation.
- (b) Fire Detection and Notification Systems (Fire Alarm). Periodic inspection, testing, and maintenance shall be performed in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance shall be enforced by the Service. All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
- (c) The Concessioner will train all concession employees in proper emergency reporting procedures and how to provide essential information, e.g., a call back number at their location.
- (d) Fire Prevention, Protection and Suppression. Fire prevention, protection, and suppression will be priorities at all Concession Facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural and natural resources. Fire prevention, protection and suppression programs and procedures will be integrated with the Concessioner's overall Risk Management Program.
- (e) The Concessioner has the responsibility to ensure that it operates all Concession Facilities to meet all Applicable Laws, codes and standards, and that appropriate fire detection and suppression systems and equipment are installed, operated, inspected, tested, and maintained in accordance with applicable laws, codes and standards, including, but without limitation, National Fire Protection Association (NFPA) codes and standards and NPS policies and guidelines, including, but not limited to, Service Director's Order #58 (DO-58), Reference Manual 58 (RM 58), and Service Authority Having Jurisdiction (AHJ).
- (f) Manual fire suppression shall be provided by the Service. The Concessioner will immediately report all fires to the Yosemite Emergency Communications Center.
- (g) The Concessioner will conduct monthly worksite fire safety inspections performed by trained employees or other qualified person in accordance with Service AHJ requirements. Written records verifying the completion and results of these inspections must be maintained by the concessioner and made available to the Service upon request.
- (h) The Concessioner will maintain building exteriors and vegetation adjacent to buildings to the wild land, urban interface fire safety requirements in accordance with the Service AHJ.
 - ◆ The Concessioner will conduct routine fire drills of all Concession Facilities as required by Reference Manual #58 (Structural Fire Management) as it may be amended, supplemented or superseded throughout the term of this Operating Plan.
- (i) Violations of fire and life safety laws, codes and standards shall be reported in accordance with Service AHJ requirements.

- (j) The Concessioner will develop, post, and communicate a Building Emergency Operations Plan and Fire Prevention Plan for each building in accordance with Service AHJ requirements. The Concessioner shall maintain and ensure fire department access to buildings and fire department connections at all times.
- (k) The Concessioner shall provide a list of service companies that deliver hazardous materials within Area boundaries and have personnel with the necessary expertise to provide hazardous materials training to Concessioner and Service emergency response teams for the specific materials brought in. The Concessioner will develop a Service-approved hazardous materials spill plan and provide for hazardous materials mitigation, as needed.
- (l) Fire and Life Safety Systems and Equipment Inspection, Test and Maintenance. The Concessioner will contract with appropriate and qualified fire protection system contractors, licensed by the State and/or approved by the Service, to conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards. The concessioner shall ensure that emergency repairs to these systems will be made in a timely manner. This work can also be performed by qualified Concession employees, as approved by the Service. The systems and devices include but are not limited to:
 - Fire Detection and Notification Systems.
 - Fire Suppression Systems.
 - Fire Extinguishers.
 - Emergency Lighting.
 - Illuminated Exit Signs.
- (m) Compliance for Inspection. The Concessioner shall ensure all Fire Detection and Notification Systems, Fire Suppression Systems, Fire Extinguishers, Emergency Lighting and Illuminated Exit Signs are inspected on a monthly basis during the operating season. Fire extinguisher and other fire and life safety system components and device inspections must be documented and maintained on site, and the Concessioner shall provide a copy to the Service. Documentation must be maintained for a minimum of three years. A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. The Concessioner will maintain a file of the inspection results and have the associated documentation available for inspection when requested by the Service. Periodic inspections will comply with the following:
 - Fire Extinguishers (Visual – Monthly, Servicing – Annually). Periodic inspection, testing, and maintenance shall be performed in accordance with the minimum requirements of NFPA 10 (Standard for Portable Fire Extinguishers). Annually the Concessioner shall have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. A monthly visual inspection is required and shall be performed on all fire extinguishers. Monthly visual inspections can be performed by the properly trained Concessioner staff, as approved by the Service AHJ. The monthly visual inspections shall include the following:
 - Fire extinguisher mounted in a proper place.
 - Access and visibility not obstructed.
 - Operating instructions facing outward.
 - Seals or other tamper indicators intact.

- Pressure gauge in normal range.
 - No physical damage.
 - Hose and nozzle in good condition.
 - Nozzle not obstructed.
 - No evidence of discharge.
 - Shake and loosen dry chemicals.
- (n) Inspection of Living Quarters. The concessioner will inspect all quarters for fire and life safety compliance soon after initial occupancy of each residence, and annually thereafter. Quarters inspections shall be performed by trained employees or other qualified person in accordance with the Service AHJ requirement.
- (o) Fire Suppress Systems (Sprinkler). Periodic inspection, testing, and maintenance shall be performed in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), to include monthly visual inspections and semi-annual and annual testing and maintenance. Monthly visual inspections can be performed by properly trained Concessioner staff as approved by the Service AHJ. Semi-annual and annual inspection, testing, and maintenance must be performed by a licensed sprinkler system contractor.
- (p) Fire Suppression Systems (Other, e.g., Kitchen Hood and Computer Room Systems). Periodic inspection, testing, and maintenance shall be performed in accordance with the minimum requirements of NFPA as applicable. All minimum periodicity requirements for inspection, testing, and maintenance shall be enforced by the Service. All inspection, testing, and maintenance must be performed by a contractor licensed by the State to perform these services.
- (q) Emergency Lighting and Illuminated Exit Signs. Periodic inspection, testing, and maintenance shall be performed in accordance with the minimum requirements of NFPA 101 (Life Safety Code). All minimum periodicity requirements for inspection, testing, and maintenance shall be enforced by the Service. Inspection, testing, and maintenance may be performed by trained Concession staff, as approved by the Service.
- (2) *Food Borne Illness.*
- (a) All employee and/or visitor complaints of a suspected food borne illness will be promptly reported to the Service through the Safety Office so that thorough investigation procedures can be completed by the Park Sanitarian as necessary.
- (3) *Service Responsibilities.*
- (a) The Service has exclusive jurisdiction on all Area lands and all facilities on Area lands including law enforcement, search and rescue, emergency medical services, and structural and wild land fire protection.
- (b) The Yosemite Emergency Communication Center will dispatch rangers and emergency personnel pursuant to Service operational policies and procedures.

6) PUBLIC RELATIONS

A) Required Notices

- (1) The Concessioner will prominently post the following at all Concessioner cash registers and payment areas:
- (2) "This service is operated by [Concessioner Name], a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is

responsible for conducting these operations in a satisfactory manner. Prices are approved by the Service.

Please address comments to:

Superintendent
Yosemite National Park
P.O. Box 577
Yosemite, CA 95389

B) Public Statements

The Concessioner will forward all media inquiries concerning operations within the Area to the Service's Media Relations Office.

C) Advertisements and Promotional Material

(1) Promotional Material.

- (a) Approval. All promotional material, including catalog sales, advertisements, and other forms of such visitor information in all formats (electronic media, audio, video, radio, television, and computer web sites) must be approved by the Superintendent prior to any use including publication, distribution, and broadcast, etc. The Concessioner will contact the Business and Revenue Management Division Office well in advance to establish specific time frames for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.
- (b) Distribution. Promotional material distributed within the Area is restricted to services and facilities within the Area.
- (c) Material Display. The Concessioner may display promotional material at approved locations within Area visitor centers as well as within the Concession Facilities.
- (d) Changes. The Concessioner must submit brochure text and layout changes to the Superintendent for review and approval at least thirty (30) days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochures and other texts within fifteen (15) days.
- (e) Area Publications. The Area's newspaper, Yosemite Guide, includes information on Concessioner-operated facilities within the Area. The Concessioner will provide updated information in accordance with guidelines associated with publication schedules. It is the expectation of the Service that the Concessioner will provide services as published.

(2) Statements.

- (a) Authorization. Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Yosemite National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

7) VOLUNTEERS IN PARKS (VIP) PROGRAM

The Concessioner may allow its employees to participate in the Area's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at www.nps.gov/volunteer.

8) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Urgent Care Medical Clinic

- (1) The Concessioner will provide urgent care medical services. The Concessioner must be “capable of providing clinic-based medical services”, including caring for medical and traumatic conditions that present immediate threats to life, limb, or function to the satisfaction of the Superintendent.
- (2) The Clinic will be operated as an urgent care clinic. Services will be provided on a walk-in basis. Many, but not all, of the most severe patient cases patients arrive by ambulance to be evaluated and stabilized before being transferred out-of-park. The clinic will be required to provide urgent care services that are considered medically necessary based upon the symptoms presented at the time of admittance. The clinic must be capable of providing general clinic-based medical services, including resuscitation, stabilization, timely triage, and appropriate transfer when patients require treatment beyond the scope of the clinic practice.

- (3) *Medical Communication Equipment.*

Communication equipment provided by the Concessioner will be compatible with the Service’s communication system and will be provided by the Concessioner to “on-call” medical staff if any.

- (4) *Staffing.*

Experienced staff will be available appropriate to the level of medical services required. Staff should have experience with emergency room and/or intensive care skills. Physicians will be board-certified in appropriate specialties such as emergency medicine or family practice. Staffing will be adequate to ensure a satisfactory level of service.

- (5) *Patient Needs.*

When a patient’s condition is such that transfer to another medical facility for further treatment is required, the needs of the patient shall be the primary consideration upon which a decision is based regarding method of transport and the medical facility to which the patient will be sent.

- (6) *After Hours Call Back.*

The Concessioner is authorized to provide call back service after clinic hours. The purpose of after hours call back is to provide equipment, medication, and personnel experienced in the provision of services needed to treat life-, limb-, or function-threatening conditions.

B) NPS Ambulance Service and Pharmaceutical Support

- (1) The Service will provide and staff all Area ambulances. Under extenuating circumstances, and if staff is available, the Concessioner may assist with ambulance transportation.
- (2) The Concessioner must maintain a stock sufficient of supplies and pharmaceuticals to meet Park needs.

9) INFORMATION MANAGEMENT

The Concessioner may be required to provide data in a format consistent with Service-wide software standards and any applicable local standards when requested and, as capability exists. The Service will provide the Concessioner with current policy standards as necessary and when appropriate.

10) REPORTING REQUIREMENTS

A) Concessioner Reports

The Service and/or its designated representatives will be allowed to inspect supporting documentation for all reports upon request.

- (1) *Management Listing.* The General Manager will provide the Service with a list identifying key Concessioner management and supervisory personnel by department with their job titles, and office and emergency phone numbers, initially within 60 days of contract effective date, by May 1 of each year, and as significant revisions are made.
- (2) *Incident Reporting.* The Concessioner will immediately report the incidents listed below through the Yosemite Emergency Communication Center at (209) 379-1992.
 - (a) Any fatalities and any visitor-related accidents/incidents that could result in a tort claim to the United States or the Concessioner.
 - (b) Property damage estimated to be over \$300.
 - (c) Employee or visitor injuries taking place at Concession Facilities and requiring more than minor first aid treatment.
 - (d) Any fires.
 - (e) Any motor vehicle accidents resulting in property damage, personal injury or death.
 - (f) Any incident that affects park resources.
 - (g) Any known or suspected violations of the law.
- (3) *Certificates of Insurance.* The Concessioner will provide annual updated statements and certificates of insurance not later than 30 days after the insurance(s) renewal date(s) and in accordance with this Contract.
- (4) *Surveys.* Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Superintendent. All customer satisfaction data collected by a third party that is provided to the Concessioner will be provided to the Service within 14 days of receipt.
- (5) *Visitor Comments.* The Concessioner will provide summaries of all visitor comments to the Service in a format to be approved by the Service 15 days after end of each month with an annual summary tabulation by January 15. The Service reserves the right to review all comment cards, when requested.
- (6) *Area Reports.*

The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, environmental, and safety components.

(7) Concessioner Operational Reports.

The concessioner will provide an annual utilization report as follows: This report must be received by the Service no later than February 1st annually. A sample of this report is provided in the Attachment.

- (a) No of monthly patient clinic visits:
 - Visitor
 - Work related - Non-Employee
 - Work related - Employee
- (b) Monthly revenue per patient visit:

- Visitor
 - Work related - Non-Employee
 - Work related – Employee
- (c) Findings by CPT code (number of and percent of total)

B) Summary of Initial and Recurring Due Dates

The following page summarizes the reporting responsibility of the Concessioner.

OPERATING PLAN SUMMARY: RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Operating Plan Review	Annual	Consultation with Concessioner -To be determined	1 (Intro)
Rate Request Submittals	Routine	At least 60 days prior to projected implementation dates, brochure publication dates and customer notification	4.B.(2).
Concessioner Environmental Inspections	Routine	As outlined	4.D
Employee Handbook	Initial	At least 30 days prior to distribution to employees	4.F.(4)
Collective Bargaining Agreements (If applicable)	As required	Whenever changes are made	4.F.(5)
Lost and Found Plan	As required	Within 60 days of contract execution	4.E.(5)
Hazardous Substances Inventory	Annual	October 1	4.I.(5)(b)
Waste Management Inventory	Annual	October 1	4.I.(4)(a)
Pesticide Request Form	Annual	January 31	5.G.
Pest Management Facility Inspection	Annual	Notify Service 10 business days in advance	5.G.(1)
Advertising and Related Materials	As required	At least 30 days prior to projected need/printing dates	7.C.(1)(d)
Fire Inspection	Initial and Annual	Within 30 days of initial occupancy and annually thereafter	5.H.(a)(n)
Concessioner Operational Reports	Annually	February 1	10.B.(2)

Effective _____, 20__

ATTACHMENT A**(Labor Standards Clauses for Federal Service Contracts Exceeding \$2,500)**

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination,

and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are

substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. *53 Comp. Gen. 401 (1973)*. In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

\$

Employee class	Monetary wage-fringe benefits
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(l)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, *18 U.S.C. 1001*.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to

journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$ 30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this proviso:

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

ATTACHMENT B

(Applicable Service Contract Act wage determination in effect as of the date of execution of the Contract)

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		200520459 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Director	Division of Wage Determinations	Wage Determination No.: 2005-2045 Revision No.: 9 Date Of Last Revision: 10/27/2009
State: California		

Area: California Counties of Fresno, Madera, Mariposa, Merced

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		15.89
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		20.44
01040 - Court Reporter		22.99
01051 - Data Entry Operator I		12.57
01052 - Data Entry Operator II		13.71
01060 - Dispatcher, Motor Vehicle		17.04
01070 - Document Preparation Clerk		12.89
01090 - Duplicating Machine Operator		12.89
01111 - General Clerk I		12.25
01112 - General Clerk II		13.23
01113 - General Clerk III		15.04
01120 - Housing Referral Assistant		18.03
01141 - Messenger Courier		10.28
01191 - Order Clerk I		11.95
01192 - Order Clerk II		13.05
01261 - Personnel Assistant (Employment) I		15.37
01262 - Personnel Assistant (Employment) II		17.19
01263 - Personnel Assistant (Employment) III		19.17
01270 - Production Control Clerk		19.13
01280 - Receptionist		10.96
01290 - Rental Clerk		14.53
01300 - Scheduler, Maintenance		14.45
01311 - Secretary I		14.45
01312 - Secretary II		16.43
01313 - Secretary III		18.03
01320 - Service Order Dispatcher		16.97
01410 - Supply Technician		20.44
01420 - Survey Worker		16.05
01531 - Travel Clerk I		12.25
01532 - Travel Clerk II		12.89
01533 - Travel Clerk III		13.97
01611 - Word Processor I		13.86
01612 - Word Processor II		15.56
01613 - Word Processor III		17.40
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		17.00
05010 - Automotive Electrician		17.75
05040 - Automotive Glass Installer		15.97

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05070 - Automotive Worker		15.97
05110 - Mobile Equipment Servicer		14.17
05130 - Motor Equipment Metal Mechanic		17.75
05160 - Motor Equipment Metal Worker		15.97
05190 - Motor Vehicle Mechanic		18.11
05220 - Motor Vehicle Mechanic Helper		13.43
05250 - Motor Vehicle Upholstery Worker		15.72
05280 - Motor Vehicle Wrecker		15.97
05310 - Painter, Automotive		16.84
05340 - Radiator Repair Specialist		15.97
05370 - Tire Repairer		11.82
05400 - Transmission Repair Specialist		17.75
07000 - Food Preparation And Service Occupations		
07010 - Baker		12.87
07041 - Cook I		11.85
07042 - Cook II		13.11
07070 - Dishwasher		8.17
07130 - Food Service Worker		8.92
07210 - Meat Cutter		15.46
07260 - Waiter/Waitress		8.91
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		14.54
09040 - Furniture Handler		11.59
09080 - Furniture Refinisher		14.54
09090 - Furniture Refinisher Helper		11.59
09110 - Furniture Repairer, Minor		13.01
09130 - Upholsterer		14.54
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		9.54
11060 - Elevator Operator		9.54
11090 - Gardener		13.47
11122 - Housekeeping Aide		11.09
11150 - Janitor		11.09
11210 - Laborer, Grounds Maintenance		12.52
11240 - Maid or Houseman		9.28
11260 - Pruner		11.43
11270 - Tractor Operator		11.76
11330 - Trail Maintenance Worker		12.52
11360 - Window Cleaner		11.86
12000 - Health Occupations		
12010 - Ambulance Driver		16.62
12011 - Breath Alcohol Technician		18.60
12012 - Certified Occupational Therapist Assistant		22.86
12015 - Certified Physical Therapist Assistant		23.44
12020 - Dental Assistant		14.93
12025 - Dental Hygienist		31.08
12030 - EKG Technician		25.58
12035 - Electroneurodiagnostic Technologist		25.58
12040 - Emergency Medical Technician		16.62
12071 - Licensed Practical Nurse I		16.63
12072 - Licensed Practical Nurse II		18.60
12073 - Licensed Practical Nurse III		20.74
12100 - Medical Assistant		13.38
12130 - Medical Laboratory Technician		17.90
12160 - Medical Record Clerk		12.30
12190 - Medical Record Technician		13.76
12195 - Medical Transcriptionist		16.46
12210 - Nuclear Medicine Technologist		44.40
12221 - Nursing Assistant I		10.23
12222 - Nursing Assistant II		11.49
12223 - Nursing Assistant III		12.54
12224 - Nursing Assistant IV		14.07
12235 - Optical Dispenser		15.86

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12236 - Optical Technician		13.73
12250 - Pharmacy Technician		16.06
12280 - Phlebotomist		14.07
12305 - Radiologic Technologist		27.37
12311 - Registered Nurse I		23.83
12312 - Registered Nurse II		29.15
12313 - Registered Nurse II, Specialist		29.15
12314 - Registered Nurse III		35.27
12315 - Registered Nurse III, Anesthetist		35.27
12316 - Registered Nurse IV		42.28
12317 - Scheduler (Drug and Alcohol Testing)		23.04
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.06
13012 - Exhibits Specialist II		22.48
13013 - Exhibits Specialist III		27.46
13041 - Illustrator I		20.06
13042 - Illustrator II		22.48
13043 - Illustrator III		27.46
13047 - Librarian		27.51
13050 - Library Aide/Clerk		12.20
13054 - Library Information Technology Systems Administrator		24.84
13058 - Library Technician		17.66
13061 - Media Specialist I		17.91
13062 - Media Specialist II		20.04
13063 - Media Specialist III		22.33
13071 - Photographer I		16.14
13072 - Photographer II		18.36
13073 - Photographer III		20.35
13074 - Photographer IV		25.18
13075 - Photographer V		30.44
13110 - Video Teleconference Technician		16.57
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.36
14042 - Computer Operator II		17.30
14043 - Computer Operator III		19.99
14044 - Computer Operator IV		22.17
14045 - Computer Operator V		24.61
14071 - Computer Programmer I	(see 1)	18.30
14072 - Computer Programmer II	(see 1)	22.67
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.36
14160 - Personal Computer Support Technician		22.17
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.58
15020 - Aircrew Training Devices Instructor (Rated)		34.58
15030 - Air Crew Training Devices Instructor (Pilot)		41.39
15050 - Computer Based Training Specialist / Instructor		28.58
15060 - Educational Technologist		34.33
15070 - Flight Instructor (Pilot)		41.39
15080 - Graphic Artist		22.19
15090 - Technical Instructor		20.56
15095 - Technical Instructor/Course Developer		25.17
15110 - Test Proctor		16.86
15120 - Tutor		16.86
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.02
16030 - Counter Attendant		9.02
16040 - Dry Cleaner		10.82

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23510 - Locksmith	21.70	
23530 - Machinery Maintenance Mechanic	22.85	
23550 - Machinist, Maintenance	18.19	
23580 - Maintenance Trades Helper	11.48	
23591 - Metrology Technician I	22.50	
23592 - Metrology Technician II	23.40	
23593 - Metrology Technician III	24.33	
23640 - Millwright	22.04	
23710 - Office Appliance Repairer	17.98	
23760 - Painter, Maintenance	16.29	
23790 - Pipefitter, Maintenance	21.86	
23810 - Plumber, Maintenance	20.69	
23820 - Pneudraulic Systems Mechanic	21.29	
23850 - Rigger	21.29	
23870 - Scale Mechanic	19.14	
23890 - Sheet-Metal Worker, Maintenance	20.13	
23910 - Small Engine Mechanic	18.35	
23931 - Telecommunications Mechanic I	25.90	
23932 - Telecommunications Mechanic II	27.30	
23950 - Telephone Lineman	23.99	
23960 - Welder, Combination, Maintenance	16.84	
23965 - Well Driller	20.83	
23970 - Woodcraft Worker	21.29	
23980 - Woodworker	14.20	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	10.49	
24580 - Child Care Center Clerk	12.76	
24610 - Chore Aide	9.24	
24620 - Family Readiness And Support Services Coordinator	14.20	
24630 - Homemaker	13.74	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	26.96	
25040 - Sewage Plant Operator	21.99	
25070 - Stationary Engineer	26.96	
25190 - Ventilation Equipment Tender	18.37	
25210 - Water Treatment Plant Operator	21.99	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	17.95	
27007 - Baggage Inspector	10.49	
27008 - Corrections Officer	25.90	
27010 - Court Security Officer	25.90	
27030 - Detection Dog Handler	14.33	
27040 - Detention Officer	25.90	
27070 - Firefighter	23.08	
27101 - Guard I	10.49	
27102 - Guard II	14.33	
27131 - Police Officer I	30.42	
27132 - Police Officer II	33.80	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.86	
28042 - Carnival Equipment Repairer	11.58	
28043 - Carnival Equipment Worker	8.51	
28210 - Gate Attendant/Gate Tender	14.00	
28310 - Lifeguard	10.82	
28350 - Park Attendant (Aide)	15.66	
28510 - Recreation Aide/Health Facility Attendant	12.02	
28515 - Recreation Specialist	18.29	
28630 - Sports Official	12.47	
28690 - Swimming Pool Operator	18.41	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.01	
29020 - Hatch Tender	19.01	

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29030 - Line Handler		19.011
29041 - Stevedore I		17.86
29042 - Stevedore II		22.59
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.13
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		26.69
30021 - Archeological Technician I		16.33
30022 - Archeological Technician II		18.26
30023 - Archeological Technician III		22.63
30030 - Cartographic Technician		22.63
30040 - Civil Engineering Technician		24.11
30061 - Drafter/CAD Operator I		16.33
30062 - Drafter/CAD Operator II		18.26
30063 - Drafter/CAD Operator III		20.37
30064 - Drafter/CAD Operator IV		25.07
30081 - Engineering Technician I		15.79
30082 - Engineering Technician II		17.23
30083 - Engineering Technician III		20.69
30084 - Engineering Technician IV		21.64
30085 - Engineering Technician V		26.76
30086 - Engineering Technician VI		32.37
30090 - Environmental Technician		20.67
30210 - Laboratory Technician		18.05
30240 - Mathematical Technician		22.63
30361 - Paralegal/Legal Assistant I		19.94
30362 - Paralegal/Legal Assistant II		22.66
30363 - Paralegal/Legal Assistant III		27.72
30364 - Paralegal/Legal Assistant IV		33.54
30390 - Photo-Optics Technician		22.63
30461 - Technical Writer I		22.02
30462 - Technical Writer II		26.93
30463 - Technical Writer III		32.57
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.37
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	22.63
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.44
31030 - Bus Driver		16.72
31043 - Driver Courier		11.51
31260 - Parking and Lot Attendant		9.01
31290 - Shuttle Bus Driver		12.88
31310 - Taxi Driver		11.17
31361 - Truckdriver, Light		12.88
31362 - Truckdriver, Medium		14.67
31363 - Truckdriver, Heavy		17.92
31364 - Truckdriver, Tractor-Trailer		17.92
99000 - Miscellaneous Occupations		
99030 - Cashier		9.93
99050 - Desk Clerk		9.32
99095 - Embalmer		26.70
99251 - Laboratory Animal Caretaker I		10.97
99252 - Laboratory Animal Caretaker II		11.63
99310 - Mortician		26.70
99410 - Pest Controller		12.97
99510 - Photofinishing Worker		11.74
99710 - Recycling Laborer		14.41
99711 - Recycling Specialist		16.72

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99730 - Refuse Collector		14.29
99810 - Sales Clerk		11.72
99820 - School Crossing Guard		12.10
99830 - Survey Party Chief		28.14
99831 - Surveying Aide		18.71
99832 - Surveying Technician		25.58
99840 - Vending Machine Attendant		11.33
99841 - Vending Machine Repairer		15.80
99842 - Vending Machine Repairer Helper		12.30

□

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

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list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

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Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} when multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

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6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

